

**AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES
(CMS) BENEFICIARY ENCRYPTED FILES**

In order to ensure the confidence of the American public regarding the confidentiality of information collected and maintained by the Federal government, CMS expects the requestors and recipients of its data to agree to observe the following conditions and to comply with these requirements. These requirements apply to the use of the file(s) released or any data derived from such file(s).

This agreement pertains to the release of the following CMS data:

Filename(s)

Year(s)

(Requestor Name--First and Last)

(Company/Organization)

(Street Address)

(City, State, and ZIP Code)

(Phone Number--Including Area Code)

ORD# (if applicable)

The User represents and warrants, and in furnishing the data file(s) specified CMS relies upon such representation and warranty, that such data file(s) will be used for the following purpose(s).

The user represents and warrants further that the facts and statements made in any project plan submitted to CMS for each purpose are complete and accurate.

- A. **The Requestor shall make no attempt to identify any specific individual whose record is included in the file(s). No attempt will be made to unencrypt any person-level data in the file(s).**
- B. **The parties mutually agree that the aforesaid file(s) (and/or any derivative file(s) may be retained by the User until _____, hereinafter known as the "retention date."**
- C. **The requestor shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement.**
- D. **The requestor shall not disclose any aggregations of data from the file(s) covered by this agreement without express written authorization from CMS.**
- E. Absent express written authorization from CMS, the Requestor shall make no attempt to link records included in the file(s) to any other beneficiary-specific source of information.
- F. The Requestor shall neither publish nor release any information that is derived from the file(s) and that could reasonably be expected to permit deduction of a beneficiary's identity.
- G. Appropriate administrative, technical, procedural, and physical safeguards shall be established by the Recipient to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level of security that is at least comparable to the level of security referred to in OMB Circular No. A-130, Appendix III -- Security of Federal Automated Information Systems which sets forth guidelines for security plans for automated information systems in Federal agencies.
- H. For each file, the Requestor shall pay the standard fee, established by CMS.
- I. **In the event the Requestor makes an unauthorized disclosure of these data, CMS may impose any or all of the following measures: (1) request a formal response to an allegation of an unauthorized disclosure, (2) require the submission of a corrective action plan formulated to implement steps to be taken to alleviate the possibility of any future unauthorized disclosure; (3) require the return of the data; and/or (4) sanction against further release of CMS data to the organization/requestor in question.**

- J. The Requestor acknowledges that criminal penalties under section 1106(a) of the Social Security Act (42 USC 1306(a)), including possible imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of the agreement. The Requestor further acknowledges that criminal penalties under the Privacy Act (5 USC 552a(I)(3)) may apply if it is determined that the Requestor, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses.**

1. _____
(Requestor name and title--typed or printed)
2. _____
(Signature) (Date)
3. _____
(Typed or printed name of custodian of files, if different)
4. _____
(Signature) (Date)
5. _____
(Typed or printed name/agency/telephone number of Federal representative)
6. _____
(Signature) (Date)